



**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office

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*Commissioners*

**William K. Huang**  
*Acting Executive Director*

August 5, 2008

The Honorable Board of Commissioners  
Housing Authority of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVE PROFESSIONAL SERVICES AGREEMENT FOR GENERAL  
REHABILITATION AT THE KINGS ROAD SENIOR HOUSING DEVELOPMENT  
(3 AFFECTED) (3 VOTES)**

**SUBJECT:**

This letter requests approval of a professional services agreement (Agreement) to provide architectural and engineering services for the general rehabilitation of the Kings Road senior housing development located at 800-801 North Kings Road in the City of West Hollywood.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that approval of an Agreement to provide architectural and engineering services is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.
2. Approve and authorize the Executive Director to execute an Agreement in the amount of \$187,300, in substantially the form of the attached, and all related documents, with Kennard Design Group (Consultant), to complete architectural and engineering services for the general rehabilitation at the subject property, to be effective following execution by all parties, which will not exceed 30 days following the date of Board approval.

3. Authorize the Executive Director to execute amendments to the Agreements, following approval as to form by County Counsel, to increase the Agreements by up to an aggregate amount of \$37,460 for unforeseen project costs.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to award an Agreement for architectural and engineering services to the Consultant for the general rehabilitation of the Kings Road senior housing development.

**FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The architectural and engineering services will be funded with \$187,300 from the Reserve for Replacement Fund comprised of rental revenues and housing assistance payments, and is included in the Housing Authority's approved Fiscal Year 2008-2009 budget. A 20 percent contingency, in the amount of \$37,460, is also being set aside for unforeseen costs, using the same source of funds.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The three-story, 106-unit Kings Road senior housing development was constructed in 1980. The site and buildings are in need of general rehabilitation. The rehabilitation work scope will include painting the building exterior and unit interiors, replacing the security lighting, plumbing lines, windows, smoke detectors, gutter and down spouts, fencing, and flooring in the units, repairing outdoor deck walkways, remodeling the kitchens, installing new fire alarm systems, providing accessibility-related retrofits, and resurfacing and re-stripping the parking lots.

The Consultant will be responsible for preparing the designs, plans, calculations, and specifications for the general rehabilitation work scope as well as obtaining all plan check approvals, assisting with the bid phase to identify a contractor to perform the needed rehabilitation, and performing construction observation services.

The improvements are being federally funded and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, the Consultant will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Agreements have been approved as to form by County Counsel. At its meeting of July 23, 2008, the Housing Commission recommended approval of the Agreement award.

**ENVIRONMENTAL DOCUMENTATION:**

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(1) and (8) because it involves design activities that will not have a physical impact on or result in any physical changes to the environment. The action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

**CONTRACTING PROCESS:**

On August 17, 2006, the Housing Authority initiated a Request for Statement of Qualifications (RFSQ) inviting interested firms to submit statements to be considered for placement on a pre-qualified list for two years from the date of approval by the Executive Director. Notices of the RFSQ were mailed to 212 architectural firms identified from the Housing Authority's vendor list. Announcements also appeared in eight local newspapers and on the County Web Site. Sixty-two RFSQs were requested and distributed.

On September 14, 2006, sixteen firms submitted Statements of Qualifications (SOQs). A review panel of Housing Authority personnel and the Director of Parks and Recreation for the City of Montebello evaluated and ranked the SOQs, selecting the six top-ranked firms to place on the pre-qualified architect list: Gonzalez Goodale Architects, Lehrer Architects, Sparano & Mooney Architecture, Pickard Architects, Kennard Design Group, and GA Design.

Kennard Design Group was determined to be the most qualified firm to provide the necessary services and was invited to submit a fee proposal and enter into fee negotiations with the Housing Authority. The Housing Authority entered into an Agreement in the amount of \$187,300 with the firm to complete the architectural and engineering services.

The Summary of Outreach Activities is provided with this letter as Attachment A.

**IMPACT ON CURRENT PROJECT:**

The proposed Agreement will provide for the necessary architectural and engineering services for the general rehabilitation of the Kings Road senior housing development.

Respectfully submitted,



WILLIAM K. HUANG  
Acting Executive Director

WKH:MB:ck

Attachments: 2

## ATTACHMENT A

### Summary of Outreach Activities

#### Request for Statement Qualifications for Architectural Services

On August 17, 2006, the following Request for Statement of Qualifications (RFSQ) process was initiated to identify the most qualified and experienced architectural firm to provide services for the Housing Authority's housing developments.

##### A. Newspaper Advertising

Beginning on August 17, 2006, announcements of the RFSQ appeared in the following eight local newspapers.

Dodge Construction News/Green Sheet  
Eastern Group Publications  
International Daily News  
La Opinion

Los Angeles Sentinel  
Los Angeles Times  
The Daily News  
Wave Community Newspapers

The announcement of the RFSQ was also posted on the Housing Authority's website and the County WebVen website. Firms were asked to request the RFSQs via email directly through the County's WebVen website or to obtain the RFSQs from the Housing Authority.

##### B. Distribution of RFQs

The Housing Authority's vendor list was used to mail out the announcement of the RFQ to 212 architectural firms, of which 132 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 62 RFSQs were requested and distributed.

##### C. Statements of Qualifications (SOQs)

On September 14, 2006, a total of sixteen firms submitted Statements of Qualifications (SOQs), of which ten identified themselves as minority-owned.

##### D. Review of Statement of Qualifications

On October 2006 to January 2007, a review panel consisted of the Housing Authority and City of Montebello representatives reviewed the SOQs and ranked each firm independently. Based on qualifications and experiences, the six top-ranked architectural firms of Gonzalez Goodale Architects, Lehrer Architects, Sparano & Mooney Architecture, Pickard Architects, Kennard Design Group, and GA

Design, were determined to be qualified and were placed on the pre-qualified architect list. The Housing Authority entered into an Agreement in the amount of \$187,300 with the Kennard Design Group to complete the architectural and engineering services for the general rehabilitation of the Kings Road senior housing development.

E. Minority/Women Participation– Firm Selected

| <u>Name</u>          | <u>Ownership</u> | <u>Employees</u>   |
|----------------------|------------------|--|
| Kennard Design Group | Minority         | Total: 21<br>12 minorities<br>5 women<br>55% minority<br>20% women |

F. Minority/Women Participation – Sub-consultants Firm Selected

| <u>Name</u>          | <u>Ownership</u>          | <u>Employees</u>  |
|----------------------|---------------------------|---|
| Budlong & Associates | Information Not Available | Total: NA<br>NA minorities<br>NA women<br>NA% minority<br>NA% women |
| Yomtov, Inc.         | Information Not Available | Total: NA<br>NA minorities<br>NA women<br>NA% minority<br>NA% women |
| APSG Engineers       | Information Not Available | Total: NA<br>NA minorities<br>NA women<br>NA% minority<br>NA% women |

G. Minority/Women Participation –Firm Not Selected

| <u>Name</u>             | <u>Ownership</u> | <u>Employees</u>                                     |
|-------------------------|------------------|--|
| Lehrer Architects, Inc. | Non-Minority     | Total: 13<br>4 minorities<br>4 women<br>31% minority |

|                               |              |               |
|-------------------------------|--------------|---------------|
|                               |              | 31% women     |
| GA Design                     | Non-Minority | Total: 11     |
|                               |              | 1 minority    |
|                               |              | 3 women       |
|                               |              | 9% minority   |
|                               |              | 27% women     |
| Gonzalez Goodale Architects   | Non-Minority | Total: 43     |
|                               |              | 22 minorities |
|                               |              | 5 women       |
|                               |              | 51% minority  |
|                               |              | 12% women     |
| Pickard Architects            | Minority     | Total: 17     |
|                               |              | 12 minorities |
|                               |              | 7 women       |
|                               |              | 71% minority  |
|                               |              | 41% women     |
| Sporano + Mooney Architecture | Minority     | Total: 6      |
|                               |              | 2 minorities  |
|                               |              | 2 women       |
|                               |              | 33% minority  |
|                               |              | 33% women     |

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

**Contract Summary**

**Project Name:** Kings Road Senior Housing Development General Rehabilitation, Professional Services Agreement  
**Locations:** 800-801 North Kings Road, in the City of West Hollywood  
**Bid Number:** CM-06-046  
**Bid Date:** September 14, 2006  
**Contractor:** Kennard Design Group  
**Services:** Provide architectural and engineering services for the general rehabilitation of the housing development

**Contract Documents:** Professional Services Agreement, Attachment A – Fee Schedule, Attachment B - Statement of Work, Attachment C - Required Forms, and Attachment D - Required Notices

**Time of Commencement:** Services for each phase shall be performed upon receipt of a written Notice to Proceed from the Housing Authority.

**Aggregate Contract Sum:** The Housing Authority shall pay the Contractor for the performance of Agreement subject to additions and deductions by Change Order(s) as provided in the Agreement Documents, in current funds, the sum of **One Hundred Eighty Seven Thousand Three Hundred Dollars and Zero Cents (\$187,300.00)**.

**Contract Contingency:** \$37,460.00



**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR  
ARCHITECTURE AND ENGINEERING SERVICES**

**Between**

**The Housing Authority  
Of the County of Los Angeles**

**And**

**Kennard Design Group**

**KINGS ROAD SENIOR HOUSING DEVELOPMENT  
GENERAL REHABILITATION PROJECT**

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## **Section 1.0 Recital**

This Agreement is made and entered into this \_\_\_\_\_ day of August 2008 by and between the Housing Authority of the County of Los Angeles, hereinafter called "**Housing Authority**" and **Kennard Design Group**, hereinafter called "**Consultant**."

## **Section 2.0 Purpose**

The purpose of this Agreement is to allow the Housing Authority to retain the services of this Consultant for architectural, civil, structural, mechanical, electrical, plumbing, and Fire Protection engineering services for general site and buildings rehabilitation of the Kings Road Senior Housing Development as prime consultant to Housing Authority, Construction Management Division. The project is located at 800 and 801 N. Kings Road, West Hollywood, CA 90069 in the City of West Hollywood.

## **Section 3.0 Term**

This Agreement shall commence as of the day and year first above written and shall remain in full force for a two (2) year duration, with the option to renew for one (1) additional year, unless sooner terminated or extended in writing as provided herein. A performance review shall be conducted no later than 90 days prior to the end of the first and second years of the agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, written notification will be given to the Consultant whether the agreement will be terminated at the end of the current year or will be continued into the next contract year.

## **Section 4.0 Consultant Responsibilities**

Upon the request of the Housing Authority's Contracting Officer or designee, which may include the Director of the Construction Management Division, the Consultant shall complete the work program described in this Agreement. The Consultant agrees that all work performed by the Consultant will be the sole responsibility of the Consultant. The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its poor workmanship, including items which are not in compliance with federal, state, county or city laws, regulations and guidelines will be the sole responsibility of the Consultant.

### **Section 4.01 Scope of Work**

Perform all architectural and engineering design work related to or required for the performance of this contract and as itemized below. This will include architectural, civil, structural, mechanical, electrical, plumbing, and Fire Protection engineering services for general site and buildings rehabilitation at the project sites.

Solicit programming information from the Authority, Authority's representative, end users, and/or consultants to ascertain design needs, requirements and criteria. This may include, but is not limited to finalizing and clarifying intended exterior and interior rehabilitation work items and scope to meet functionality, comfort, and providing necessary maintenance improvements.

### **DESIGN THROUGH PLAN CHECK**

This includes preparing schematic design, design development, working drawings and specifications.

- A. Prepare designs, plans, calculations, and specifications for the proposed site and buildings rehabilitation work items, including but not limited to all on-site and related off-site work.
- B. Meet with the Authority's representatives, end users, and/or consultants to finalize the design scope of work and intent.
- C. Prepare a detailed design schedule showing how the Consultant and sub-consultants will meet the Authority's target deadlines for this project including projected construction schedule.
- D. Research and review all existing documents and data about the site including any available as-built information.
- E. Interface with all relevant governmental and other agencies having jurisdiction over this project, and ensure that all of their requirements are addressed in the projects design.
- F. Perform site investigations to identify below or aboveground structures, underground improvements including but not limited to abandoned and active utilities and any other elements or factors that might affect the project.
- G. Present the schematic design to multiple audiences which may include the Authority, Housing Commissioners, Board of Supervisors' Offices, proposed users, and others.
- H. Complete design development, construction documents, bidding assistance, and construction administration phases.
- I. Complete utility usage / load calculations for water and size new system appropriately.
- J. Design the new project, drawn to scale, in AutoCAD 2009 or a newer version of AutoCAD. Include items such as, demolition plans,

grading/civil engineering plans; architectural construction drawing and specifications and calculations; all needed building and site consultant drawings including mechanical, electrical, plumbing, and structural engineering design.

- K. Design shall include accessibility improvements required by code.
- L. Design shall include new site, parking lots, and security related lighting; new water supply piping systems; and fire alarm systems.
- M. Design shall include site and buildings exterior improvements such as new parking lot re-surfacing, parking re-stripping, accessible sidewalks, concrete pad areas, fencing, balcony repair, deck walkway repairs, trash enclosure improvements, electrical panel housing improvements, painting, gutters, downspouts, replace existing waterlines, install underground conduits for new site lighting and fire alarm systems, exit signs, informational signage, hand rail rehabilitation, lower concrete block walls, and other related improvements determined during site survey.
- N. Design shall include building interior improvements such as painting walls and ceiling; replace flooring and molding; hand rail rehabilitation; new windows; lights; smoke detectors; kitchen countertops, cabinets faucets, and sinks; installation of kitchen ranges and hoods, and other related improvements determined during site survey.
- O. Produce written specifications in CSI 16-division format, including sample Division 1 specifications to be provided by the Commission's Representative.
- P. Submit ready for competitive bidding, fully approvable, code-compliant, plans and specifications within budget and funding deadlines.
- Q. **Plan Check:** Prepare all information and documents necessary for plan check. Submit for the Authority's review and comment and make corrections at each of the following stages of development prior to submittal for plan check:
  - a. Schematic phase. Prepare and present schematic design to multiple audiences which may include the Authority, Housing Commissioners, Board of Supervisors' Offices, proposed users, and others.
  - b. Design Development Phase.
  - c. Construction Documents at 50% completion.
  - d. Construction Documents at 100% completion. Finally, in three (3) months from the date the Notice to Proceed is issued submit for plan check to all authorities having jurisdiction over the project

including but not limited to Building and Safety, Fire Department, Grading and Drainage Division, and local Planning Departments. Prepare all calculations and in-person submittals. Complete all required corrections including those of any sub-consultants and coordinate corrections among all disciplines. Prepare and make in-person re-submittals until all authorities having jurisdiction approve all the plans, specifications, and calculations.

R. **Cost Estimates:** Complete a written cost estimate in an electronic spreadsheet format program so that "what-if" scenarios and value-engineering can, if necessary, be considered throughout the design process. Additionally, prepare an ongoing value-engineering list of items and dollar amounts at each design phase that identifies possible options that may help project stay under budget during design, bid and construction phases. Submit cost estimates in the following format and at the following phases:

- a. **Schematic Design:** Conceptual lump sum cost estimate based on construction methods, improvement type, use, and size, at the conclusion of schematic design.
- b. **Construction Documents:** Provide final detailed itemized take-off estimate at 100% complete construction documents phase.

## **BIDDING PHASE**

- A. Assist the Authority with preparation of bid packages.
- B. Attend Pre-bid walk through and answer any questions.
- C. Issue addenda, as needed. Prepare responses and answers to questions raised by bidders.
- D. Review bids, review and make a determination on all proposed equals (substitutions), and make on recommendation on bids to the Authority.
- E. If re-bidding is required, update and revise bid packages as needed for a second bidding.

## **CONSTRUCTION ADMINISTRATION PHASE**

- A. **Change Order Analysis:** Review contractors' change order requests and determine eligibility and reasonableness of items and cost. Counter-sign change orders.
- B. **Observations:** Conduct periodic observations and provide approval certifications for the work observed.
- C. **Construction Administration:** Construction administration, including but not limited to the following various sub-tasks:

1. Attend Pre-Construction Conferences, Change Order negotiation meetings, and weekly on-site construction progress meetings with Contractors, Authority's Representative, Owner's Representative, and Construction Management Representative.
2. Review and comment on all contractors' submittals (response time for each in parentheses) including product data (5 days), shop drawings (5 days), landscape / plant materials (2 days), alternates (5 days), requests for information (24 hours), project schedule (5 days), substitutions (5 days), and closeout submittals (5 days). Architect to review and make a determination on all proposed equals, validate the quality of the proposed material, and to solicit the Owner's or Owner's representative's approval on changed materials.
3. Prepare, maintain, and update project meeting minutes following bi-weekly construction job site meeting in a format approved by the Owner's representative. Minutes will be prepared or updated following the construction job site meetings and distributed to construction team members, including the contractor, Commission, and other team members as required within three business days of the job site meetings.
4. Coordinate inspection activities with hazardous material removal consultants, if necessary.
5. Conduct inspection activities to verify that all phases of Contractor's work comply with project contract documents and manufacturer's specifications. Report any defective work to the Authority's Representative.
6. Document, through issuance of regular, periodic reports, construction activities including all noted and corrected deficiencies observed.
7. Verify and co-sign progress payments to ensure Contractor is requesting only appropriate amounts for work-in-place.
8. Engage a soils testing lab to take samples, to check soil composition and make recommendations for amendments to promote healthy growth in new plant material. Submit a copy of all testing results to Authority's representative (if required).
9. Solicit, review and incorporate changes from the contractor's marked up as-built set into a final as-built set of drawings; then upon project completion, provide one electronic set, one reproducible set, and one bond paper set to the Owner and Owner's representative.



- D. **Trouble-shooting:** Trouble-shooting and submission of written solutions to resolve construction defects and disputes.
- E. Other engineering and design work related to, required for, or incidental to the performance of this contract, by the Consultant's own expert staff, or sub-consultants, where required.

#### **Section 4.2 Standard of Care**

The Consultant represents, covenants, and agrees that all of the services to be furnished by the Consultant under or pursuant to this Agreement, from the inception of this Agreement until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent architectural, structural, mechanical, electrical and plumbing engineering services engaged in architectural and engineering practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"]). Consultant accepts the special relationship of trust and confidence established between it and the Housing Authority by this Agreement. Consultant covenants to design the Project and produce the necessary Construction Documents, and to further the interests of the Housing Authority in accordance with the Housing Authority's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Agreement.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

#### **Section 4.3 Reproduction of Final Documents**

The Consultant shall cause two (2) sets of blueprints, specifications, estimates, etc. to be provided to Housing Authority at all submittal phases including such sets as may be required for plan check agencies and (one) 1 complete set of approved, reproducible construction documents to be delivered for construction solicitation purposes. The cost of reproducing these documents is included in the Consultant's basic fee.

#### **Section 4.4 Changes Required**

The Consultant shall promptly make all changes in the construction solicitation documents necessary to obtain approval of the agencies described above for construction, services, and occupancy without additional compensation or reimbursement. The Consultant shall make all reasonably requested changes in the

drawings and specifications based upon the Housing Authority's review of the progress submittals.

#### **Section 4.5 Project Schedule**

Consultant shall work in accordance with the Project Schedule established in the Notice to Proceed under this Agreement.

#### **Section 5.0 Consultant's Personnel and Sub consultants**

The Consultant's employees and sub consultants identified below are considered essential to the contract work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Contracting Officer.

##### Kennard Design Group

Principal-in-Charge: Gail Kennard  
Architect: Ronald Cannan

#### **Section 5.1 Independent Consultant**

The Consultant shall perform the services as contained herein as an independent consultant and shall not be considered an employee of the Housing Authority or under the Housing Authority supervision or control. This Agreement is by and between the Consultant and the Housing Authority, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Housing Authority and the Consultant.

The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Consultant.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

#### **Section 5.2 Successor and Assignment**

The services as contained herein are to be rendered by the Consultant whose name is as appears first above written and said Consultant shall not assign nor transfer any interest in this Agreement without the prior written consent of the Housing Authority.

However, the Housing Authority reserves the right to assign this Agreement to another public agency without the consent of the Consultant.

### **Section 5.3 Employees of Consultant**

**Workers' Compensation:** Consultant understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Agreement are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Housing Authority under this Agreement.

**Professional Conduct:** The Housing Authority does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or sub consultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Consultant's employees, agents or sub consultants providing services for the Housing Authority. The Consultant assumes all liability for the actions of the Consultant's employees, agents or sub consultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

### **Section 5.4 Subcontracting**

The Consultant may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement. The Consultant shall not subcontract any part of work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

### **Section 6.0 Responsibilities of the Housing Authority**

- a. The Housing Authority shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.
- b. The Housing Authority shall designate the representative authorized to act in its behalf with respect to the Project. The Housing Authority or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- c. Housing Authority's designated representative authorized to act in its behalf with respect to the Project shall be:

Maria Badrakhan, Contracting Officer

The Housing Authority of the County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755

- d. The Housing Authority's representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- e. The Housing Authority shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to the Housing Authority. However, their accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Housing Authority are the proprietary and confidential property of the Housing Authority and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Housing Authority upon completion of the project.
- f. The Housing Authority shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work.
- g. The Housing Authority shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

#### **Section 7.0 Release of News Information**

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Housing Authority's Executive Director or designee.

#### **Section 8.0 Confidentiality of Reports**

The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

#### **Section 9.0 Compensation; Contract Type and Payment – not-to-exceed**

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of **ONE HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS \$187,300.00** as per the rates described in the

Breakdown Fee Schedule, Attachment A, attached hereto and incorporated herein. These amounts include the cost of all services including those of the sub consultants.

### **SECTION 10.0 Compensation Adjustments**

There shall be no adjustments to compensation except as authorized by amendment as specified in Section 40.0, Amendments. Changes in compensation shall only be adjusted by amendment as a result of changes in the Scope of Work. All costs of the Work and other costs, fees, or expenses, of any kind, in excess of the compensation as specified in this Agreement, and as adjusted by amendment, shall be borne solely by Consultant, without reimbursement by the Housing Authority.

### **SECTION 11.0 Notice to Proceed**

The Consultant will perform services for each phase upon receipt of a written Notice to Proceed from the Housing Authority. The Consultant will only perform the scope of work for the phase(s) identified in the Notice to Proceed.

### **Section 12.0 Payment Schedule**

The Consultant shall submit invoices for compensation for each phase of the scope of services, in a format approved by Housing Authority, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the services provided hereunder, including all indirect costs, overhead, and insurance premiums.

Consultant shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Housing Authority's right to recover such payment from Consultant.

### **Section 13.0 Source and Appropriation of Funds**

The Housing Authority's obligation is payable only and solely from funds appropriated through the United States Department of Housing and Urban Development (HUD) and for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1. In the event this Agreement extends into the succeeding fiscal year and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will notify the Consultant in writing within ten days of receipt of non-appropriation notice. Consultant shall be entitled to payment for all work completed through date of receipt of said notice.

#### **Section 14.0 Conflict of Interest**

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Agreement, subcontract or arrangement with the Housing Authority. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, upon written request, disclose in writing to the Housing Authority any other contractual or employment arrangement from which it receives compensation. The Consultant agrees not to accept any employment during the term of this Agreement by any other person, business or corporation which employment will or may likely develop a conflict of interest between the Housing Authority's interests and the interest of third parties.

#### **Section 15.0 The Housing Authority Ownership of Documents**

All drawings and specifications prepared and furnished by the Consultant shall become the property of the Housing Authority upon their approval in writing by the Housing Authority or upon the prior termination of the Consultant's services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by the Housing Authority of its full rights of ownership and use of these documents and materials. The Consultant shall retain a record copy for its own files.

#### **Section 16.0 Indemnification**

The Consultant shall indemnify, defend and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County") and their elected and appointed officers, employees, and agents from and against any and all claims, including attorney fees and costs, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the consultant.

#### **Section 17.0 Insurance**

The Consultant shall procure and maintain the following insurance, at Consultant's expense, from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company for the duration of this entire agreement, unless another term is provided below, which will protect Consultant and Commission from claims which may arise out of or result from Consultants, agents, representatives, employees, or subcontractors' actions or inactions relating to the Agreement and/or the Project, whether such actions or inactions be by Consultant themselves or by any consultant of Consultant, or by anyone directly or

indirectly employed or contracted by Consultant, or by anyone for whose acts any of them may be liable. Consultant shall deliver to the Commission certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance signed by a person authorized by that insurer to bind coverage on its behalf. Such insurance as required herein shall not be deemed to limit Consultant's liability under this suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Commission, and shall be primary and contributing to any other insurance or self-insurance maintained by the Commission. Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement. The following policies are required:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

|   |             |
|---|-------------|
| General Aggregate                       | \$2,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury         | \$1,000,000 |
| Each Occurrence                         | \$1,000,000 |

This insurance shall cover bodily injury, property damage, disease or illness including death, blanket contractual, and personal injury or property damage arising in whole or in part out of the removal, repair handling, or disposal of asbestos and/or lead containing materials. The Consultant will ensure that its contractors carry the same General Liability Insurance naming the Commission, Authority, and the County of Los Angeles as additional insureds. The Consultant shall maintain this insurance for 10 years after the completion of the project. The Authority, the Commission, the County of Los Angeles, their officials, agents, employees, and representatives shall be covered as additional insureds.

B. PROFESSIONAL LIABILITY INSURANCE: In an amount of not less than \$1,000,000 aggregate combined single limit. These exposures are excluded under the general liability form.

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million (\$1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

D. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by

the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

|                       |             |
|-----------------------|-------------|
| Each Accident         | \$1,000,000 |
| Disease-Policy Limit  | \$1,000,000 |
| Disease-Each Employee | \$1,000,000 |

The Consultant will ensure and require that its contractors carry the same Worker Compensation and Employer's Liability Insurance naming the Commission, the Authority, and the County of Los Angeles as additional insureds.

The Commission reserves the right to require complete certified copies of all said policies at any time. All coverage for each or any subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

### **Section 18.0 Compliance with Laws**

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of \$100,000 then Consultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

#### **Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973**

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

#### **Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

During the performance of the Agreement, the Consultant agrees to comply with the following federal provisions:



Executive Order 11246 and 11375 Equal Opportunity (Non-Discrimination in Employment by Government Consultants, Sub consultants, and Consultants)

During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this non-discrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice, which is to be provided to the agency contracting officer, advising the labor union or worker's representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order

as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a sub consultant or vendor as result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Under Title VI of the Civil Rights Act of 1964, and Section 109 of the Housing and Community Development Act of 1974, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

## **Section 19.0 Suspension and Termination**

### **Section 19.1 Suspension**

19.1.1 The Housing Authority, at its convenience, and without further liability except as herein specified, may suspend this Agreement, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension.

19.1.2 Consultant shall immediately discontinue all services unless otherwise indicated by the Housing Authority Contracting Officer.

19.1.3 Upon request of the Housing Authority Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant.

19.1.4 In the event the entire Agreement is suspended, the Housing Authority shall pay Consultant reasonable demobilization expenses subject to the Housing Authority's rights of set-off, recoupment and withholding. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending any commitments for services not yet complete. The Housing Authority shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.

19.1.5 In the event the entire Agreement is suspended and Consultant is directed to remobilize within one calendar year of the effective date of the suspension, the Housing Authority shall pay remobilization expenses directly attributable to restarting services hereunder and, at Consultant's option, Consultant and the Housing Authority shall negotiate Consultant's fees for services remaining under this Agreement. If no agreement as to

expenses and fees can be reached, this Agreement may be terminated for the Housing Authority's convenience.

19.1.6 In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience of the Housing Authority upon written notice to the Consultant.

## **Section 19.2 Termination for Convenience of the Housing Authority**

- a. The Housing Authority reserves the right to cancel this Agreement in whole or in part for any reason at all upon ten (10) days prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project. The Housing Authority will pay Consultant termination expenses subject to the Housing Authority's rights of recoupment, set-off and withholding.
- b. Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of this Agreement, whether complete or in process, as may have been accumulated by Consultant.
- c. The Housing Authority may take over the work and services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to the Housing Authority for any excess costs incurred by the Housing Authority in completing the scope of work of this Agreement.
- d. Consultant shall assign the contracts of its consultants and/or their sub consultants to the Housing Authority, to the extent requested by the Housing Authority.

## **Section 19.3 Termination for Cause and / or Default**

This Agreement may be terminated by the Housing Authority upon **10 days'** written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Agreement terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Housing Authority within the time specified in such notices, the Housing Authority shall have the power to suspend the performance of this Agreement by Consultant in whole or in part.
- B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than five (5) days by the Consultant, then notice of deficiency thereof in writing may be served upon Consultant by the Housing Authority. Should the Consultant fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of the Housing Authority shall have the power to suspend or terminate the operations of the Consultant in whole or in part.
- C. Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of Agreement upon which the Housing Authority may immediately terminate this Agreement.
- D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.
- E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Housing Authority shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, with respect to all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement, Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed, subject to the Housing Authority's rights of recoupment, cut-off, and withholding.

#### **Section 19.4 Termination for Improper Consideration**

The Housing Authority may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Housing Authority officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of termination for cause and / or default by the Consultant.

Consultant shall immediately report any attempt by the Housing Authority officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Housing Authority.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **Section 19.5 Consultant Responsibility and Debarment**

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority to conduct business only with responsible consultants.

The Consultant is hereby notified that, if the Housing Authority acquires information concerning the performance of the Consultant on this or other contracts which indicated that the Consultant is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the Consultant from bidding on Housing Authority contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the Housing Authority.

The Housing Authority may debar a consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Housing Authority, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

If there is evidence that the Consultant may be subject to debarment, the Housing Authority will notify the Consultant in writing of the evidence, which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

The Consultant hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Consultant Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Consultant hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. These terms shall also apply to sub consultants of the Consultant.

## **Section 20.0 Remedies**

- a. The rights and remedies of the Housing Authority provided for under this contract are in addition to any other rights and remedies provided by law.
- b. The Housing Authority may assert, either during or after performance of this Agreement any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.
- c. The rights and remedies of the Housing Authority under this Agreement are in addition to any right or remedy provided by California law.

## **Section 21.0 Compliance with Jury Service Program**

Unless Consultant has demonstrated to the Housing Authority's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the employee's regular pay the fees received for jury service.

For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or a subcontract with a Housing Authority Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Consultant. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any sub consultant to perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify the Housing Authority if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the Housing Authority's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

Consultant's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, the Housing Authority may, in its sole discretion, terminate the Contract and/or bar Consultant from the award of future Housing Authority contracts for a period of time consistent with the seriousness of the breach.

## **Section 22.0 Certification Regarding Lobbying**

Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or sub consultants acting on behalf of the Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Agreement are incorporated herein.

Failure on the part of the Consultant or persons/sub consultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

### **Section 23.0 Safety Standards and Accident Prevention**

The Consultant shall comply with applicable Federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

### **Section 24.0 Drug Free Workplace Act of the State of California**

The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

### **Section 25.0 Severability**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

### **Section 26.0 Interpretation**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

### **Section 27.0 Waiver**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.



Neither the Housing Authority's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Housing Authority in accordance with applicable law for all damages to Housing Authority caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

#### **Section 28.0 Housing Authority's Quality Assurance Plan**

The Housing Authority or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which the Housing Authority determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Consultant. If improvement does not occur consistent with the corrective action measures, the Housing Authority may terminate this Agreement or impose other penalties as specified in the Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, as determined by Housing Authority in its sole discretion, written notification will be given to the Consultant whether this Agreement will be terminated at the end of the current year or will be continued into the next Agreement year.

#### **Section 29.0 Agreement Evaluation and Review**

The ongoing assessment and monitoring of this Agreement is the responsibility of the Housing Authority's Contracting Officer or designee.

#### **Section 30.0 Adherence to the Housing Authority's Child Support Compliance Program**

Consultant acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through this Agreement are in compliance with their court-ordered child, family and spousal obligations in order to mitigate the economic burden otherwise imposed upon taxpayers of the County.

As required by the Housing Authority's Child Support Compliance Program and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section

653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wages and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **Section 30.1 Termination for Breach of Warranty to Maintain Compliance with the Housing Authority's Child Support Compliance Program**

Failure of Consultant to maintain compliance with the requirements set forth in Section 30.0 "Adherence to the Housing Authority's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the Housing Authority under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Housing Authority's Board of Commissioners may terminate this Agreement.

### **Section 30.2 Post L.A.'s Most Wanted Parents List**

Consultant acknowledges that the Housing Authority places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is the Housing Authority's policy to encourage all Housing Authority consultants to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. District Attorney will supply Consultant with the poster to be used.

### **Section 31.0 Access and Retention of Records**

Consultant shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The Consultant is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Agreement.

### **Section 32.0 Copyright**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. All documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data. The Consultant assumes no responsibility for the use of documents in whole or in part in connection with work that is outside the scope of this Agreement.

### **Section 33.0 Patent Rights**

The Housing Authority will hold all the patent rights with respect to any discovery or invention that arises or is developed in the course of, or under this Agreement.

### **Section 34.0 Use of Recycled-Content Paper Products**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

### **Section 35.0 Notices**

Notices herein shall be presented in person or by certified or registered U.S. mail as follows:

Consultant: Gail Kennard, Principal  
Kennard Design Group  
3600 Wilshire Boulevard, Suite 1820  
Los Angeles, CA 90010-2681

Housing Authority:  
Maria Badrakhan, Contracting Officer  
The Housing Authority of the County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755

### **Section 36.0 Federal Earned Income Credit**

Consultant shall notify its employees, and shall require each sub consultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

### **Section 37.0 Greater Avenues for Independence (GAIN) and Section-3 Requirements**

For those projects and assignments under this contract that are for community development assistance and are being federally funded, this contract is subject to the requirements of the Greater Avenues for Independence (GAIN) program implemented by the County of Los Angeles. Should the Consultant require additional or replacement personnel after the effective date of the Agreement, it will interview for such employment openings participants in GAIN Program who meet the firm's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Consultant. In the event that both laid-off County employees and GAIN participants are available for hiring, County employees will be given first priority.

For those projects and assignments under this contract that are for public housing assistance and are being federally funded, this contract is subject to Section-3, which requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be

directed, were not filled to circumvent the Consultant's obligations under 24 CFR Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### **Section 38.0 Safely Surrendered Baby Law**

The Consultant shall notify and provide to its employees, and shall require each sub consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org).

The Consultant acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Housing Authority's policy to encourage all Housing Authority Consultants to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub consultants, if any, to post this poster in a prominent position in the sub consultant's place of business. The Consultant and its sub consultants can obtain posters from the Department of Children and Family Services of the County of Los Angeles.

### **Section 39.0 Conflict of Interest**

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Agreement by any other persons, business or corporation in which

employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

#### **Section 40.0 Amendments**

This Agreement may be modified by written amendment, duly executed by both parties.

#### **Section 41.0 Consultant's Charitable Contributions Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purpose Act requirements. By requiring Consultant's to complete the Charitable Contributions Certification as included in Attachment C, the Housing Authority seeks to ensure that all Housing Authority consultant's that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

#### **Section 42.0 Entire Agreement**

This Agreement, including the attachments listed below consists of **42** pages, which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Housing Authority and contains all the covenants and agreements between the parties with respect to such retention.

- A. Fee Schedule
- B. Required Notices and Posters

Signature page

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the date and year first written above.

OWNER

HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES, A BODY  
CORPORATE AND POLITIC

By: \_\_\_\_\_

WILLIAM K. HUANG

Title: ACTING EXECUTIVE DIRECTOR  
\_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO PROGRAM:  
\_\_\_\_\_

MARIA BADRAKHAN

Title: CONTRACTING OFFICER

Date: \_\_\_\_\_

APPROVED AS TO FORM  
RAYMOND G. FORTNER, JR.

County Counsel

By: \_\_\_\_\_

Deputy

CONSULTANT

KENNARD DESIGN GROUP

License Number # \_\_\_\_\_

BY: \_\_\_\_\_

GAIL KENNARD

Title: PRINCIPAL  
\_\_\_\_\_

Date: \_\_\_\_\_

BUSINESS ADDRESS

3600 Wilshire Boulevard, Suite 1820  
\_\_\_\_\_

Los Angeles, CA 90010-2681  
\_\_\_\_\_

Telephone: (213) 381-3311  
\_\_\_\_\_

FAX: (213) 381-7846  
\_\_\_\_\_

CORPORATE SEAL

Required Signatures:

\_\_\_\_\_ If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

\_\_\_\_\_ If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

**ATTACHMENT A – FEE SCHEDULE**





**ATTACHMENT B**

**REQUIRED NOTICES AND POSTERS**

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

#### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.**



## CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

| CERTIFICATION  |                   |                  |
|--|-------------------|------------------|
| Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. | <b>YES</b><br>( ) | <b>NO</b><br>( ) |
| <b>OR</b>  |                   |                  |
| Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.   | <b>YES</b><br>( ) | <b>NO</b><br>( ) |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please type or print)

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See specific instructions on page 2.

|   |  |
|---|--|
| Name  |  |
| Business name, if different from above  |  |
| Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | <input type="checkbox"/> Exempt from backup<br>withholding |
| Address (number, street, and apt. or suite no.)   | Requester's name and address (optional)                    |
| City, state, and ZIP code   |  |
| List account number(s) here (optional)  |  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|
| Social security number         |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |
| or                             |  |  |  |  |  |  |  |  |
| Employer identification number |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign  
Here**      Signature of  
U.S. person ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2004)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**What's New.** Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate. Note. You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice 1015  
(Rev. 12-2004)

# **No shame.**

# **No blame.**

# **No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.**

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*